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1735 Jersey Ave LLC

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

1735 JERSEY AVE LLC,

Plaintiff,

v.

LUXE LIVING DESIGN, LLC,

Defendant.

**HON. MICHAEL A. SHIPP, U.S.D.J.,
HON. JUSTIN T. QUINN, U.S.M.J.**

**CIVIL ACTION NO. 3:24-cv-06175
(MAS) (JTQ)**

**SUPPLEMENTAL DECLARATION
OF JACK SAADIA**

I, JACK SAADIA, hereby certify under penalties of perjury, pursuant to 28 U.S.C. § 1746, as follows:

1. I am an officer of Plaintiff, 1735 Jersey Ave LLC (“Landlord”). I submit this supplemental declaration based upon my personal knowledge and in opposition to the Order to Show Cause filed by Defendant, Luxe Living Design, LLC (“Tenant”).

2. As set forth more fully in Landlord’s underlying opposition papers, this action arises out of disputes arising out of the parties’ written agreement (the “Lease”), whereby Tenant leased a portion of the warehouse (the “Premises”) at 1735 Jersey Avenue, North Brunswick, New Jersey (the “Building”).

3. Tenant has withheld, and continues to withhold, sums due and owing under the Lease, which Tenant contends is warranted due to conditions of the Premises. Specifically, Tenant contends that the Building's roof requires replacement.

4. While Landlord disputes Tenant's contention (and without any admission of liability and with a full reservation of rights), Landlord signed a contract to replace the Building's roof and, on or about November 12, 2024, materials necessary to replace the roof were delivered and work. True and accurate photographs taken on November 12, 2024, which depict all materials for this work are attached hereto as **Exhibit A**. A video taken by a drone can also be provided should the Court find that helpful.

5. By Order, dated October 23, 2024, this Court ordered ongoing rent to be paid by Tenant to Landlord, with October 2024's rent to be paid no later than November 8, 2024. (ECF 31.)

6. By Order, dated November 7, 2024, ongoing rent was set in the amount of \$224,000 per month. (ECF 40.)

7. Tenant failed to timely pay October 2024 rent by November 8, 2024, and only paid \$165,000.

8. The Court's November 7, 2024 Order directed Tenant to remit November's rent by November 12, 2024. (ECF 40.) This payment was belatedly received on November 13, 2024 at approximately 1:00 pm.

9. To date, Tenant failed to provide Landlord with proof of insurance required under the Lease. (ECF11-2, at ¶ 15.05.)

10. On or about October 10, 2024, the owner of a warehouse located at 1200 Jersey Avenue, North Brunswick, New Jersey, reached out to me to let me know that Tenant was seeking to take space in his building. Upon information and

belief, Tenant intends to take this space as a substitute for the Premises it is currently leasing from Landlord.

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Pursuant to 28 U.S.C. § 1746, I certify under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Dated: November 13, 2024



Jack Saadia